

Cost-Share Agreement
and Notice of Intent to Award

I. SCHEDULE.....	3
1. Statement of Joint Objectives Article.....	3
2. Project Management Plan Article.....	3
3. Financial Support Article.....	4
4. Payment Article.....	4
5. Term of the Agreement Article.....	5
6. Project Information System Article.....	5
7. Property Management and Disposition Article.....	5
II. SPECIAL PROVISIONS.....	6
1. Modifications.....	6
2. Reporting Requirements And Distribution.....	6
3. Key Personnel.....	7
4. Grants And Cooperative Agreements Officer's Representative (GCAOR).....	8
5. Payments.....	8
6. Payment Policy.....	9
7. Payment Method.....	9
8. Requesting Payments.....	9
9. Funds Available for Payment.....	10
10. Budget.....	10
11. Budget Revisions.....	10
12. Reimbursable Costs and Limitations.....	11
13. Procurement Standards.....	11
14. Property Standards.....	11
15. Inspection.....	11
16. Audit.....	11
17. Enforcement.....	12
18. Termination.....	12
19. Patents and Inventions.....	12
20. Copyrights.....	16
21. Rights to Data.....	17
III. GENERAL PROVISIONS.....	18
1. Regulations and Guidance.....	18
2. Assurances Incorporated by Reference.....	18
3. Covenant Against Contingent Fees.....	19
4. Contracting with Small and Minority Firms, and Women's Business Enterprises.....	19
5. Notice Regarding Buy American Act.....	19
6. Resolving Disagreements.....	20
7. Lobbying Restrictions.....	20
8. Electronic Funds Transfer (EFT).....	20
9. Increasing Seat Belt Use in the United States - Executive Order 13043.....	20
10. Endorsement of Commercial Products and Services.....	21
11. Certifications.....	21

I. Schedule

1. Statement of Joint Objectives Article

Coachella Valley Recreation and Park District (CVRPD) holds a lease on Reclamation lands near Indio, California, for the purpose of developing Coral Mountain Regional Park (Park). When completed, the Park will provide hiking and interpretive trails (including accessible trails), parking lot, cultural center, day use area, and accessible restroom facilities. An application for Federal assistance in the form of a Title XXVIII cost share grant was received from CVRPD on April 28, 2003. The requested cost share funding through this Grant Agreement (Agreement) will assist CVRPD to accomplish the site cleanup necessary to begin development of the proposed park area.

This project will benefit the public by providing needed recreational and educational opportunities. Reclamation will receive the additional benefits of protection for valuable rock art located on Reclamation lands and removal of trash and debris left by previous lessees.

The objective of the proposed grant agreement is to provide matching funds to CVRPD to initiate cleanup of approximately 60 acres of the proposed Park area in preparation for development of the Park. Previous lessees left large amounts of debris including partially destroyed buildings, concrete, steel, and telephone poles. The area is also currently being used by local residents as a dumping site for trash.

Title XXVIII authorizes cost share funding between Reclamation and its partners for projects that offer the public increased recreational opportunities in conjunction with water resource projects on Reclamation lands. Reclamation will have no substantial involvement in performing the activities proposed to be carried out by CVRPD pursuant to this Agreement other than those outlined in the Project Management Plan Article

2. Project Management Plan Article

CVRPD will:

- a. Complete demolition and removal of structures and improvements left by previous lessees.
- b. Legally dispose of materials (including poles, lumber, concrete slabs) left by previous lessees.
- c. Collect and dispose of trash that has been illegally dumped by the public.
- d. Install signs approved by Reclamation in an appropriate location acknowledging Reclamation's participation in funding of the completed project. Acknowledgement of Reclamation's involvement in funding the project may also be accomplished through the local newspapers or other written media.
- e. Report progress to Reclamation's technical representative on a quarterly basis through completion of the project as outlined in Item II. Special Provisions, part 2. Reporting Requirements of this Agreement.
- f. In accordance with the requirements of Title XXVIII, provide \$50,000 of in-kind services and or/funds to match the Federal share (50%) of funds disbursed for this project. No other Federal funds or services other than those granted by this Agreement may be used as a cost sharing match.
- g. Immediately advise Reclamation's technical representative for this Agreement of issues, problems, and other matters that may affect the successful implementation of this project.
- h. Seek Reclamation's concurrence for significant deviations from the project's plan and goals.

i. All future cost of park, grounds, and maintenance will be the responsibility of CVRPD.

Reclamation will:

a. Obligate under this Agreement \$50,000 in Federal fiscal year 2003, to reimburse CVRPD for up to \$50,000 of allowable and allocable costs incurred for this work defined herein that are matched by funds other than the Federal funds.

b. Agree to meet and confer as necessary to discuss project progress and resolve any differences with respect to the implementation of this agreement.

No substantial involvement between Reclamation and the Recipient is anticipated.

3. Financial Support Article

CVRPD will be entitled to receive from Reclamation through this Agreement \$50,000 in matching funds for the project outlined in this Agreement. Funding contributions for this project are outlined below:

Participant	Amount	Percentage
Reclamation	\$ 50,000	50%
CVRPD	\$ 50,000	50%
Total	\$100,000	100%

Under the terms of Title XXVIII, cost share funds may provide for up to 50% of the funding required for this project. As noted in the table above, the Federal funding being requested by CVRPD will provide for 50% of the project cost with the recipient providing 50% of the funding through in-kind services and other matching funds for the completion of this project

If this Agreement should terminate, each recipient's financial obligations will be determined in accordance with Item II. Special Provisions, parts 17. Enforcement and 18. Termination.

No revenue from funded activities shall accrue to the Government after the conclusion of the agreement.

Guidelines governing allowability of costs:

The Federal cost principles listed below will be used as guidelines to determine allowability of costs in performance of the project:

(i) OMB Circular A-87 for State, local and Indian Tribal recipients covered by OMB Circular A-102.

(ii) OMB Circular A-21 for Institutions of Higher Education recipients and OMB Circular A-122 for nonprofit organizations covered by OMB Circular A-110.

4. Payment Article

In accordance with the terms and conditions of this agreement, Item II. Special Provisions, parts 5 through 9 are applicable.

5. Term of the Agreement Article

The effective date of this Agreement will be the date signed by both parties. This Agreement will terminate no later than August 31, 2004, unless this date is extended as provided for in Item II. Special Provisions, part 1. Modifications, or terminated as provided for in Item II. Special Provisions, part 18. Termination.

6. Project Information System Article

Financial and performance reports will be submitted to Reclamation in the manner specified in Item II. Special Provisions, part 2. Reporting Requirements and Distribution.

7. Property Management and Disposition Article

All property, equipment, and supplies acquired by the City with Federal funds shall be subject to usage, management, and disposal in accordance with the Property Standards at 438 CFR 12.72 – 12.73, or 43 CFR 12.930 – 12.937, as applicable.

II. Special Provisions

1. Modifications

Any changes to this agreement shall be made by means of a written modification. Reclamation may make changes to the agreement by means of a unilateral modification to deal with administrative matters, such as changes in address, no-cost time extensions, the addition of previously agreed upon funding, or deobligation of excess funds at the end of the agreement. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR 12.83 or 43 CFR 12.961, as applicable.

All other changes shall be made by means of a bilateral modification to the agreement. No oral statement made by any person, or written statement by any person other than the GCAO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GCAO. Any request for project extension shall be made at least 45 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

2. Reporting Requirements And Distribution

The recipient will provide reports to the government in accordance with 43 CFR 12.80 and 12.81, or 12.950, 12.951 and 12.952, as applicable.

(1) Financial Reports.

All financial reports shall be signed by an Authorized Certifying Official for the recipient's organization.

(a) SF-269 or SF-269a, Financial Status Report. This form is utilized to report total expenditures for the reporting period. The SF-269 must be used if the recipient is accountable for the use of program income; otherwise, the SF-269a may be used.

An original and two copies of this form shall be submitted quarterly within 30 days following the end of the reporting period.

A final SF-269 or SF-269a shall be submitted within 90 days following completion of the agreement.

(b) SF-272, Report of Federal Cash Transactions. This report shall be submitted by recipients that draw down cash advances by means of electronic funds transfer or Treasury check. Recipients shall identify in the "Remarks" section the amount of cash advances received in excess of 3 days prior to disbursement and explain actions taken to reduce excess balances.

An original and two copies of this form shall be submitted on a quarterly basis within 15 days following the end of the reporting period.

(2) Program Performance Reports.

(a) Interim Reports. Recipients shall submit an original and two copies of program performance reports on a quarterly basis within 30 days following the end of the reporting period. Program performance reports shall contain the following:

- (i) A comparison of actual accomplishments with the goals and objectives established for the reporting period;
- (ii) Where project output can be quantified, a computation of the cost per unit of output;
- (iii) When appropriate, reasons why goals and objectives were not met; and
- (iv) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(b) Annual Reports. An original and two copies of an annual program performance report shall be submitted within 90 days following the end of each year of the agreement. Copies of this report may be required to be included with any application for continuing support of the agreement.

(c) Final Report. An original and two copies of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

(3) Significant Developments.

During the term of the agreement, the recipient must immediately notify the GCAO if any of the following conditions become known:

- (a) Problems, delays or adverse conditions which will materially impair their ability to meet the objectives of the agreement;
- (b) Favorable developments which enable the recipient to meet time schedules and objectives sooner than or at less cost than projected or to produce more beneficial results than originally planned.

This notification is to include information on the actions taken or contemplated to resolve problems, delays, or adverse conditions, and any assistance needed from Reclamation to help resolve the problem.

(4) Report Distribution. Copies of reports shall be distributed as follows:

	To the GCAO at the address in Block 6, Page 1	To the GCAOR at the address in Block 8, Page 1
Financial Reports	0	1
Performance Reports	0	1
Significant Developments	0	1

3. Key Personnel

The Recipient's key personnel for this agreement are identified as follows:

Kevin Kalman, Recreation and Park Superintendent
Coachella Valley Recreation and Park District
45-871 Clinton Street
Indio, CA 92201
Phone: 760-347-3484; E-mail: kevin@cvrpd.org

In accordance with 43 CFR 12.70(d)(3) or 43 CFR 12.925, as applicable, the Recipient shall request prior approval from Reclamation before making any changes in the key personnel identified above.

4. Grants And Cooperative Agreements Officer's Representative (GCAOR)

The GCAOR for this agreement will be:

Peggy Haren, Realty Specialist, YAO-7120
Bureau of Reclamation
7301 Calle Agua Salada
Yuma, AZ 85364
Phone: 928-343-8547, E-mail: pharen@lc.usbr.gov

The GCAOR is authorized to act only on technical matters during the term of this Agreement. The GCAOR and the Recipient's Project Manager shall work closely to insure that all requirements of the Agreement are being met. The GCAOR's responsibilities include, but are not limited to, the following:

- (a) Assist the Recipient concerning the accomplishment of the tasks described in the Agreement;
- (b) Provide information to the Recipient which assists in the interpretation of the tasks; and
- (c) Review, and where required, approve reports and information to be delivered to the Government.

Technical assistance must be within the general scope of the Agreement. The GCAOR does not have the authority to, and may not, issue any technical assistance which:

- (a) Constitutes an assignment of additional work outside the general scope of the Agreement;
- (b) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or
- (c) Changes any of the expressed terms, conditions, or specifications.

5. Payments

Payment will be made in accordance with the requirements of 43 CFR 12.61, which provides that the recipient shall be paid in advance, provided it maintains or demonstrates the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement by the recipient. Funding requests shall be submitted on Standard Form SF-270, Request for Advance or Reimbursement. This form may be submitted on a monthly basis, at least two weeks prior to the date on which the funds are required, and with advance payment requests limited to immediate cash needs for the following 30-day period.

Mail two copies of payment request documents to:

Gerald Casares, Grants and Agreements Officer, YAO-3110
Bureau of Reclamation
7301 Calle Agua Salada
Yuma, AZ 85364
Phone: 928-343-8262; E-mail: gcasares@lc.usbr.gov

6. Payment Policy

Acceptance of a financial assistance agreement from Reclamation creates a legal responsibility on the part of the recipient organization to use the funds and property provided in accordance with the terms and conditions of the agreement. Reclamation has a reversionary interest in the unused balance of funding and in any funds improperly applied.

Payments to recipients are made in accordance with the basic standards and methods stated in the payment regulations at 43 CFR 12.61 or 43 CFR 12.922, as applicable to this agreement. These requirements are intended to minimize the time elapsing between the transfer of funds from the Federal government and the disbursement of these funds by the recipient.

Payment will be made in advance or by reimbursement as follows:

(1) Advance Payment. Recipients shall be paid in advance provided (1) they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and their disbursement by the recipient, (2) they comply with reporting requirements for timely submission of cash disbursement and cash balance reports, and (3) they impose these same standards on subrecipients.

Advances to recipients shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the agreement. The timing and amount of cash advances shall be as close as administratively feasible (generally no more than 3 days) to actual disbursements for direct program costs and the proportionate share of allowable indirect costs.

(2) Reimbursement. Reimbursement shall be the preferred method of payment when a recipient (1) does not meet the requirements for advance payment stated above; (2) does not have financial management systems that meet the standards in 43 CFR 12.60 or 43 CFR 12.921, as applicable; or (3) has been converted to payment restrictions for non-compliance with the terms and conditions of the agreement. Reimbursement is also the preferred method of payment for agreements involving construction.

7. Payment Method

Electronic Funds Transfer. Payments under this agreement will be made to recipients by electronic funds transfer (EFT) unless the recipient qualifies for exemption from this payment method. Reclamation utilizes the Automated Clearinghouse (ACH) Vendor Express payment system for EFT. Whether funds are paid in advance or as a reimbursement, the actual payment will be made through Vendor Express. Vendor Express allows the Government to transfer funds to a recipient's financial institution along with explanatory information regarding the payment.

Enrollment. Upon award, recipients will receive a copy of the SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form. This form is required to implement the Vendor Express system and to notify Reclamation of any change or corrections to financial institution information.

8. Requesting Payments

Requests for advance or reimbursement may be made by the following methods:

(1) SF-270, Request for Advance or Reimbursement. On a monthly basis, recipients may submit an original and two copies of a properly certified SF-270 form to the address identified in Block 6, page 1, of this agreement. For advance payments, this form may be submitted on a monthly basis, at least two weeks prior to the date on which funds are required, and on the basis of expected disbursements for the succeeding month and the amount of Federal

funds already on hand. Requests for reimbursement may be submitted on a monthly basis, or more frequently if authorized by the GCAO. Requested funds are delivered to the recipient via ACH Vendor Express. This form is available on the Internet at <http://www.whitehouse.gov/omb/grants/index.html>.

(2) SF-271, Outlay Report and Request for Reimbursement for Construction Programs. The SF-271 shall be used for construction agreements paid by the reimbursement method, letter of credit, electronic funds transfer, or Treasury check advance, except where the advance is based on periodic requests from the recipient, in which case the SF-270 shall be used. This request may be submitted on a quarterly basis, but no less frequently than on an annual basis. Recipients may submit an original and two copies of a properly certified SF-271 form to the address identified in Block 6, page 1, of this agreement. This form is available on the Internet at <http://www.whitehouse.gov/omb/grants/index.html>.

(3) Automated Standard Application for Payments (ASAP). Recipients may utilize the Department of Treasury ASAP payment system to request advances or reimbursements. ASAP is a recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. Once a request is made through ASAP, funds are provided to the recipient either through ACH or Fedwire. Further information regarding ASAP may be obtained from the ASAP website at <http://www.fms.treas.gov/asap>. Upon award, you will be provided with information regarding enrollment in the ASAP system.

9. Funds Available for Payment

The Government's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the GCAO for this Agreement, and until the Recipient receives notice of such availability, to be confirmed in writing to the Recipient by the GCAO.

Pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all commonly known as Reclamation Law, funds for payment under the first year of this agreement are included in the fiscal year 2002 Energy and Water Development Appropriation Act, Public Law 107-66. Funding for any optional year of the agreement is contingent upon subsequent Congressional funding.

10. Budget

Contingent upon availability of funds and in accordance with the provision entitled, "Funds Available for Payment," the total estimated Reclamation share for this agreement is as follows:

For the Period from Date of Execution through August 31, 2004, funds in the total amount of \$50,000.00 are obligated.

The total amount of Reclamation's share for the project contemplated under this Agreement will be \$50,000.00.

11. Budget Revisions

The Recipient shall follow the requirements at 43 CFR 12.70(c) or 43 CFR 12.925, as applicable, when making revisions to budget and program plans. Additionally, approval shall be requested for transfers of amounts budgeted for indirect costs to absorb increases in direct costs, or vice versa.

12. Reimbursable Costs and Limitations

(1) The Recipient shall provide all personnel, services, facilities, equipment, materials and supplies, and perform all travel which may be necessary and appropriate for the proper performance of this Agreement. Costs so incurred will be paid for as provided herein. Reclamation's obligation to provide funding to the Recipient for costs incurred in these connections shall be limited to the Recipient's direct and indirect costs associated with this Agreement. All such direct and indirect costs must be determined to be allowable under the regulations contained in 48 CFR Subpart 31.2 or an OMB Cost Principle Circular, as applicable, which are incorporated herein through the General Provisions of this agreement.

(2) The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

(3) Reclamation shall not be obligated to provide funding to the Recipient and the Recipient shall not be obligated to continue performance under the Agreement or to incur costs in excess of the costs set forth in the annual project budget unless the GCAO has furnished the Recipient a modification to increase the available funding for the Agreement.

13. Procurement Standards

When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the Recipient shall utilize the Procurement Standards set forth at 43 CFR 12.76 or 43 CFR 12.940 -12.948, as applicable. The Recipient may be required to submit evidence that its procurement procedures are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the General Provisions section of this agreement.

14. Property Standards

All property, equipment and supplies acquired by the Recipient with Federal funds shall be subject to usage, management, and disposal in accordance with the Property Standards at 43 CFR 12.72 - 12.73, or 43 CFR 12.930 - 12.937, as applicable.

15. Inspection

Reclamation has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a subrecipient, the Recipient shall furnish and shall require subrecipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

16. Audit

Recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Audits shall be made by an independent auditor in accordance with generally accepted government

auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm>.

17. Enforcement

In accordance with 43 CFR 12.83 or 43 CFR 12.962, as applicable, if the recipient materially fails to comply with any term of this agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, Reclamation may take one or more of the following actions as appropriate:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the recipient or subrecipient or more severe enforcement action by the awarding agency;
- (2) Disallow (deny both use of funds and any matching credit for) all or part of the cost of the activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current award for the recipient's or subrecipient's program;
- (4) Withhold further awards for the program; or
- (5) Take other remedies that may be legally available.

18. Termination

In accordance with 43 CFR 12.84 or 43 CFR 12.961, as applicable, and except as provided for in the provision entitled, "Enforcement," this agreement may be terminated in whole or part only as follows:

- (1) By the awarding agency with the consent of the recipient or subrecipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the recipient or subrecipient upon written notification to Reclamation, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either the provision entitled, "Enforcement," or paragraph (1) of this provision.

19. Patents and Inventions

The administrative standards set forth in OMB Circular A-102 and OMB Circular A-110, as implemented by 43 CFR 12.936(b), require recipients of agreements which support experimental, developmental, or research work to be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements." These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the Bureau of Reclamation, is hereby included in this agreement:

Patent Rights

(a) Definitions

- (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (2) "Subject invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.
- (3) "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

- (1) The Recipient will disclose each subject invention to the Bureau of Reclamation within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the Bureau of Reclamation shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Bureau of Reclamation, the Recipient will promptly notify the Bureau of Reclamation of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.
- (2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the Bureau of Reclamation within two years of disclosure to the Bureau of Reclamation. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Bureau of Reclamation to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding

initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the Bureau of Reclamation, be granted.

(d) Conditions When the Government May Obtain Title

The Recipient will convey to the Bureau of Reclamation, upon written request, title to any subject invention—

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Bureau of Reclamation may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Bureau of Reclamation, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the Bureau of Reclamation except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the Bureau of Reclamation to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and Bureau of Reclamation licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Bureau of Reclamation to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Bureau of Reclamation will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the Bureau of Reclamation for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and Bureau of Reclamation regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the Bureau of Reclamation all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and (ii) convey title to the Bureau of Reclamation when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall

instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the Bureau of Reclamation of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

The Recipient will include this provision, suitably modified to identify the parties, in all subagreements or subcontracts, regardless of tier, for experimental, developmental or research work. The subrecipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the subagreement or subcontract, obtain rights in the subrecipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the Bureau of Reclamation may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the Bureau of Reclamation in connection with any march-in proceeding undertaken by the Bureau of Reclamation in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the Bureau of Reclamation agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry

Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Bureau of Reclamation upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, the Bureau of Reclamation has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the Bureau of Reclamation to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the Bureau of Reclamation has the right to grant such a license itself if the Bureau of Reclamation determines that:

(1) Such action is necessary because the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee or their licensees;

- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Bureau of Reclamation, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
- (2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Bureau of Reclamation deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the Bureau of Reclamation may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the Bureau of Reclamation when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, Washington, DC 20240.

20. Copyrights

- (1) For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

“The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.”

- (2) For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

“The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.”

21. Rights to Data

For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

“The Federal Government has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.”

III. General Provisions

1. Regulations and Guidance

The regulations at 43 CFR, Part 12, Subparts A - F are hereby incorporated by reference as though set forth in full text. The following Office of Management and Budget (OMB) Circulars, as applicable, and as implemented by 43 CFR Part 12, are also incorporated by reference and made a part of this agreement. Failure of a recipient to comply with any provision may be the basis for withholding payments for proper charges made by the recipient and for termination of support. Copies of OMB Circulars are available on the Internet at <http://www.whitehouse.gov/OMB/circulars/index.html>. The implementation of the circulars at 43 CFR Part 12 is available at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

a. Agreements with colleges and universities shall be in accordance with the following circulars:

Circular A-21, revised August 8, 2000, "Cost Principles For Educational Institutions"

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

b. Agreements with State and local governments shall be in accordance with the provisions of the following circulars:

Circular A-87, as amended August 29, 1997, "Cost Principles for State, Local, and Indian Tribal Governments"

Circular A-102, as amended August 29, 1997, "Grants and Cooperative Agreements with State and Local Governments" (Grants Management Common Rule, Codification by Department of Interior, 43 CFR 12)

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

c. Agreements made with nonprofit organizations shall be in accordance with the following circulars and provisions:

Circular A-110, as amended September 30, 1999, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"

Circular A-122, revised May 19, 1998, "Cost Principles for Non-Profit Organizations"

Circular A-133, revised June 24, 1997, "Audits of States, Local Governments, and Non-Profit Organizations"

d. All agreements with organizations other than those indicated above shall be in accordance with the basic principles of OMB Circular A-110, and cost principles shall be in accordance with 48 CFR Subpart 31.2 titled "Contracts with Commercial Organizations" which is available on the Internet at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>.

2. Assurances Incorporated by Reference

The provisions of the Assurances executed by the Recipient in connection with this agreement shall apply with full force and effect to this agreement as if fully set forth in these General Provisions. Such Assurances include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in

employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

3. Covenant Against Contingent Fees

The recipient warrants that no person or agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the recipient for the purpose of securing agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4. Contracting with Small and Minority Firms, and Women's Business Enterprises

It is a national policy to award a fair share of contracts to small and minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

a. The grantee and subgrantee shall take all necessary affirmative steps to assure that minority firms, and women's business enterprises are used when possible.

b. Affirmative steps shall include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce as appropriate, and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in b.(1) through (5) above.

5. Notice Regarding Buy American Act

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made. This provision shall remain in effect unless revoked by a future specific act of Congress.

6. Resolving Disagreements

When entering into a cooperative agreement with a recipient, Reclamation commits itself to working with the recipient in a harmonious manner to achieve the objectives of the project successfully. When disagreements arise between the parties, they must be resolved according to the procedures discussed below:

- a. Reclamation shall attempt first to resolve disagreements with the recipient through informal discussion among the Grants or Contract Specialist, the Program Officer, and the recipient's Project Director.
- b. If the disagreement cannot be resolved through informal discussion between these parties, the Grants Specialist and the Program Officer shall document the nature of the disagreement and bring it to the attention of the Grants Officer.
- c. After reviewing the facts of the disagreement, as presented by the Grants and Program Offices, the Grants Officer will arrange a formal meeting. If agreement still cannot be reached, the parties will collectively decide on any varied approaches which might be used to resolve the disagreement. The parties shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement. If attempts at resolving the disagreement fail, the Chief, Acquisition and Assistance Management Services, or the Regional Director, whichever is applicable, shall make a decision which shall be final and conclusive.
- d. Nothing herein shall be construed to delay or limit Reclamation's right to take immediate and appropriate action, as set forth at 43 CFR Subpart 12.83 or 12.962, as applicable, in the event of material noncompliance by the recipient, and no attempts at informal resolution shall be necessary.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of disagreements regarding continuation of the agreement (termination must be in accordance with 43 CFR 12), or other matters specifically addressed by the agreement itself.

7. Lobbying Restrictions

In accordance with the annual Energy and Water Development Appropriations Act, please be advised that it is and has been the sense of Congress that none of the funds appropriated by this Act may be used in any way, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This provision shall remain in effect unless revoked by a future specific act of Congress.

8. Electronic Funds Transfer (EFT)

In accordance with the Debt Collection Improvement Act of 1996, 31 CFR 208, effective January 2, 1999, all Federal payments to recipients must be made by EFT unless a waiver has been granted in accordance with 31 CFR 208.4. Upon award of a financial assistance agreement, Reclamation will provide the recipient with further instructions for implementation of EFT payments or a certification form to request exemption from EFT.

9. Increasing Seat Belt Use in the United States - Executive Order 13043

In accordance with 43 CFR 12.2(e), if you are awarded a grant or cooperative agreement, the following provision is applicable, and shall be incorporated into any grant or cooperative agreement which the recipient awards to a subrecipient:

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

10. Endorsement of Commercial Products and Services

In accordance with 43 CFR 12.2(d), this provision applies to grants and cooperative agreements whose principal purpose is a partnership where the recipient contributes resources to promote agency programs, publicize agency activities, assists in fund-raising, or provides assistance to the agency. If the agreement is awarded to a recipient, other than a State government, a local government, or a federally-recognized Indian tribal government, and the agreement authorizes joint dissemination of information and promotion of activities being supported, the following provision shall be made a term and condition of the award:

Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to any subrecipient, except for a subaward to a State government, a local government, or to a federally-recognized Indian tribal government.

11. Certifications

The following certifications are incorporated by reference and made a part of this agreement:

Certifications Regarding Debarment, Suspension, and Other Responsibility Matters, Drug-free Workplace Requirements and Lobbying (DI-2010)

NOTICE OF INTENT TO AWARD

This Funding Announcement is not a request for applications. This announcement is to provide public notice of the Bureau of Reclamation's intention to fund the following project activities without full and open competition.

ABSTRACT	
Funding Announcement	
Project Title	
Recipient	
Principle Investigator / Program Manager	
Anticipated Federal Amount	
Cost Share	
Total Anticipated Award Amount	
New Award or Continuation?	
Anticipated Length of Agreement	
Anticipated Period of Performance	
Award Instrument	
Statutory Authority	
CFDA # and Title	
Single Source Justification Criteria Cited	
Reclamation Point of Contact	

OVERVIEW

RECIPIENT INVOLVEMENT

RECLAMATION INVOLVEMENT

[The announcement should state one of the following conditions]

No substantial involvement on the part of Reclamation is anticipated for the successful completion of the objectives to be funded by this award. It is anticipated that Reclamation's involvement will consist of standard federal stewardship responsibilities such as monitoring project performance, technical assistance at the request of the recipient, etc.

Substantial involvement on the part Reclamation is anticipated for the successful completion of the objectives to be funded by this award. In particular, Reclamation will be responsible for the following:

[The activities / responsibilities that constitute substantial involvement on the part of Reclamation must be stated here. This statement should reproduce the language to be incorporated within the cooperative agreement]

SINGLE-SOURCE JUSTIFICATION

DEPARTMENT OF THE INTERIOR SINGLE SOURCE POLICY REQUIREMENTS

Department of the Interior Policy (505 DM 2) requires a written justification which explains why competition is not practicable for each single-source award. The justification must address one or more of the following criteria as well as discussion of the program legislative history, unique capabilities of the proposed recipient, and cost-sharing contribution offered by the proposed recipient, as applicable.

In order for an assistance award to be made without competition, the award must satisfy one or more of the following criteria:

- (1) Unsolicited Proposal – The proposed award is the result of an unsolicited assistance application which represents a unique or innovative idea, method, or approach which is not the subject of a current or planned contract or assistance award, but which is deemed advantageous to the program objectives;
- (2) Continuation – The activity to be funded is necessary to the satisfactory completion of, or is a continuation of an activity presently being funded, and for which competition would have a significant adverse effect on the continuity or completion of the activity;
- (3) Legislative intent – The language in the applicable authorizing legislation or legislative history clearly indicates Congress' intent to restrict the award to a particular recipient of purpose;

- (4) Unique Qualifications – The applicant is uniquely qualified to perform the activity based upon a variety of demonstrable factors such as location, property ownership, voluntary support capacity, cost-sharing ability if applicable, technical expertise, or other such unique qualifications;
- (5) Emergencies – Program/award where there is insufficient time available (due to a compelling and unusual urgency, or substantial danger to health or safety) for adequate competitive procedures to be followed.

Reclamation did not solicit full and open competition for this award based the following criteria:

(4) UNIQUE QUALIFICATIONS

Single Source Justification Description:

STATUTORY AUTHORITY

NOTICE OF INTENT TO AWARD

This Funding Announcement is not a request for applications. This announcement is to provide public notice of the Bureau of Reclamation's intention to fund the following project activities without full and open competition.

ABSTRACT	
Funding Announcement	08SS1S0016
Project Title	Accessibility Improvements at American Falls Reservoir
Recipient	City of American Falls 550 N. Oregon Trail American Falls, ID 83211-1800 208-226-2569
Principle Investigator / Program Manager	Jeremy Peirsol Director, Parks and Recreation Department City of American Falls 550 N. Oregon Trail American Falls, ID 83211-1800 Phone: 208-226-2569 Fax: 208-336-2548 afc@dcidi.net
Total Anticipated Award Amount	\$41,000
Cost Share	The City of American Falls must cost-share 50 percent or more of the total project/activity costs. Cost sharing may be made through cash or in-kind contributions from the City or third party partners; however, all cost share contributions must meet the criteria established in the OMB administrative and cost principles applicable to the applicant.
New Award or Continuation?	New Award
Anticipated Length of Agreement	36 months
Anticipated Period of Performance	June 1, 2008 to May 31, 2011
Award Instrument	Grant Agreement
Statutory Authority	Federal Water Project Recreation Act, Pub. L. No. 89-72, 79 Stat. 213 (1965), as amended by the Reclamation Recreation Management Act of 1992, Pub. L. No. 102-575, Title XXVIII, §§ 2801 to 2806, 106 Stat. 4690 (1992) (commonly known as Title 28).
CFDA # and Title	15.524 – Recreation Resources Management
Single Source Justification Criteria Cited	(4) - Unique Qualifier
Reclamation Point of Contact	By mail: Bureau of Reclamation Snake River Area Attn: Ms. Lisa Strong 230 Collins Road Boise, ID 83702-4520 By Phone: 208-383-2204 By E-mail: lstrong@pn.usbr.gov

OVERVIEW

Willow Bay Recreation Area is located adjacent to American Falls Reservoir, a part of the Bureau of Reclamation's Minidoka Project. Reclamation completed accessibility evaluations at Willow Bay Recreation Area and identified a number of accessibility deficiencies. In 2006 and in 2007 the City of American Falls and Reclamation entered into two grant agreements to make some facilities at Willow Bay Recreation Area safe and accessible to the recreating public.

Both Reclamation and the City of American Falls realize the need for additional accessibility work at this popular recreation area; therefore, it is the intent of the City of American Falls and Reclamation to enter into a grant agreement in 2008 to make campground and day-use facilities at Willow Bay Recreation Area meet Americans with Disabilities Act Architectural Barriers Act Accessibility Guidelines (ADABAAG) by making the following improvements:

1. Willow Bay Campground

- Provide directional signs including locations of accessible camp sites and camp information in alternate format.
- Provide for accessible fee collection.
- Retrofit men's and women's toilets and showers and their access routes.
- Install two accessible parking spaces adjacent to restrooms – either one van and one car, or two vans – with: 1) signs at both spaces; 2) access aisles; and 3) without overhead obstructions.
- Provide accessible routes from restrooms to accessible restroom parking and accessible campsites.

2. Willow Bay Boat Launch Area

- Provide two accessible parking spaces closest to the boat ramp – either one van and one car, or two vans – with: 1) signs at both spaces; 2) adjacent curb ramps and access aisle; and 3) without overhead obstructions.

3. Willow Bay Restaurant

- Provide one van accessible parking space with: 1) a sign; 2) adjacent curb ramp and an access aisle; and 3) without overhead obstructions.
- Provide an accessible public telephone with an accessible route.
- Install a ramp into the building with appropriate slopes and railings.
- Provide an accessible table on the deck serving area.
- Install a door with appropriate operating pressure and mechanisms.
- Install rails that extend past the landings with continuous gripping surfaces on both sides of the stairs.
- Install accessible men's and women's restrooms including access routes. Until this is completed, install a sign that directs visitors to accessible restroom alternatives in the campground.

4. Willow Bay Day Use

- Install a sign by the shelter that: 1) includes Braille; 2) is visible from the access route; and 3) is mounted at the correct height. Provide this information in alternative format.

5. Willow Bay Trail

- At the trail van accessible parking space: 1) provide a sign; 2) provide an access aisle; and 3) provide accessible route to trail.

The anticipated length of the agreement is 36 months. Subsequent renewal or continuation modifications related to additional funds for any awards as of a result of this Notice of Intent may be entered into without future competition; however, are conditioned upon successful project performance and availability of appropriated funds.

RECIPIENT INVOLVEMENT

The City of American Falls will provide for the planning, design and construction of the accessibility work. In addition, the City of American Falls will be responsible for all contract oversight as well as operation and maintenance of the completed improvements.

RECLAMATION INVOLVEMENT

Reclamation will identify and prioritize the accessibility deficiencies at each site and give this information to the City of American Falls so that they can plan, design and construct the accessibility projects. Additionally, Reclamation will provide technical assistance, as requested, and Federal stewardship responsibilities.

SINGLE-SOURCE JUSTIFICATION

DEPARTMENT OF THE INTERIOR SINGLE SOURCE POLICY REQUIREMENTS
Department of the Interior Policy (505 DM 2) requires a written justification which explains why competition is not practicable for each single-source award. The justification must address one or more of the following criteria as well as discussion of the program legislative history, unique capabilities of the proposed recipient, and cost-sharing contribution offered by the proposed recipient, as applicable.
In order for an assistance award to be made without competition, the award must satisfy one or more of the following criteria: <ol style="list-style-type: none">(1) Unsolicited Proposal – The proposed award is the result of an unsolicited assistance application which represents a unique or innovative idea, method, or approach which is not the subject of a current or planned contract or assistance award, but which is deemed advantageous to the program objectives;(2) Continuation – The activity to be funded is necessary to the satisfactory completion of, or is a continuation of an activity presently being funded, and for which competition would have a significant adverse effect on the continuity or completion of the activity;(3) Legislative intent – The language in the applicable authorizing legislation or legislative history clearly indicates Congress’ intent to restrict the award to a particular recipient of purpose;(4) Unique Qualifications – The applicant is uniquely qualified to perform the activity based upon a variety of demonstrable factors such as location, property ownership, voluntary support capacity, cost-sharing ability if applicable, technical expertise, or other such unique qualifications;(5) Emergencies – Program/award where there is insufficient time available (due to a compelling and unusual urgency, or substantial danger to health or safety) for adequate competitive procedures to be followed.

Reclamation did not solicit full and open competition for this award based the following criteria:

(4) UNIQUE QUALIFICATIONS

Section 2802 of Title 28 states that there is a Federal responsibility to provide opportunities for public recreation at Federal water projects, and that there should be Federal authority to expand existing recreation facilities to meet public demand, **in partnership with non-Federal interests**.

Reclamation and the City of American Falls entered into Memorandum of Agreement No. 2-07-14-LA386, dated July 5, 2002, for the management, operation and maintenance (O&M) of public recreation facilities and related responsibilities at Willow Bay Recreation Area. The term of the O&M Agreement between the City of American Falls and Reclamation is 20 years.

Reclamation does not plan on making these funds available for competition because the City of American Falls is the only non-Federal partner with an existing O&M Agreement for the management, operation and maintenance of public recreation facilities and related responsibilities at Willow Bay Recreation Area; therefore, the City of American Falls has the sole right to construct and alter the existing recreation facilities.

STATUTORY AUTHORITY

Federal Water Project Recreation Act, Pub. L. No. 89-72, 79 Stat. 213 (1965) (codified at 16 U.S.C. §§ 4601-12 to 4601-21 and amending § 4601-5(a) and § 662(d)), as amended by the

Reclamation Recreation Management Act of 1992, Pub. L. No. 102-575, §§ 2801 to 2806, 106 Stat. 4690 (1992) (codified at 16 U.S.C. §§ 4601-31 to 4601-34 and amending §§ 4601-13 to 4601-15 and § 4601-18) (commonly known as Title 28).

Under the Reclamation Recreation Management Act of 1992, Congress declares that “[t]here is a Federal responsibility to provide opportunities for public recreation at Federal water projects.” *See* 16 U.S.C. § 4601-31(1). Further, “[t]here should be Federal authority to expand existing recreation facilities to meet public demand, in partnership with non-Federal interests.” *See* 16 U.S.C. § 4601-31(5).

Any existing recreation facility (constructed under this part) may be expanded or modified if “(A) the facility is inadequate to meet recreational demands; and (B) a non-Federal public body executes an agreement which provides that such public body will (i) administer the expanded or modified facilities pursuant to a plan for development for the project that is approved by the agency with administrative jurisdiction over the project; and (ii) will bear not less than one-half of the planning and capital costs of such expansion or modification and not less than one-half the costs of the operation, maintenance, and replacement attributable to the expansion of the facility.” *See* 16 U.S.C. § 4601-14(c).